Tenants by entirety have each an indivisible interest in the whole. *Jordan* v. *Reynolds*, 105 Md. 288, 66 Atl. 37. See 2 BLACKSTONE, COMMENTARIES, 182. At common law because of the husband's absolute control over the wife's property, both interests were, during his life, vested in him and subject to execution against him. *Bennett* v. *Child*, 19 Wis. 362; *Hall* v. *Stephens*, 65 Mo. 670. Married Women's Acts have altered the situation. Some courts have considered them as abolishing estates by entirety by destroying that fictitious identity of husband and wife on which they rest. *Mittel* v. *Karl*, 133 Ill. 65, 24 N. E. 553; *Robinson, Appellant*, 88 Me. 17, 33 Atl. 652. Others regard them as rendering the interests of tenants by entirety divisible, alienable, and separately subject to execution. *Buttlar* v. *Rosenblath*, 42 N. J. Eq., 651, 9 Atl. 695; *Hiles* v. *Fisher*, 144 N. Y. 306, 39 N. E. 337. In most jurisdictions, however, the nature of the estate has not been changed, but the liberation of the wife's interest from marital control has made it impossible for the husband to deal independently with the estate. *Beihl* v. *Martin*, 236 Pa. St. 519, 84 Atl. 953; *Ashbaugh* v. *Ashbaugh*, 273 Mo. 353, 201 S. W. 72. Nor may execution be levied against his interest since this would prejudice the wife's enjoyment of her identical and entire interest. *Vinton* v. *Beamer*, 55 Mich. 559, 22 N. W. 40; *Harris* v. *Carolina Distributing Co.*, 172 N. C. 16, 89 S. E. 789; *Otto F. Stifel's Brewing Co.* v. *Saxy*, 273 Mo. 159, 172 S. W. 67. The principal case follows this decided trend of authority. But such an interpretation of legislation which aims to abolish economic disabilities once incident to the marriage relation may well be considered too restrictive.

INDEMNITY — JOINT TORT-FEASORS — RECOVERY FROM PARTY PRIMARILY RESPONSIBLE. — On account of the defendant's reckless driving, the plaintiff was forced to turn to the left and drive upon the sidewalk, where he injured one Stock. Stock brought action against both parties and recovered judgment against the plaintiff. The plaintiff seeks to recover indemnity. The defendant moved for judgment on the pleadings. *Held*, that the motion be denied. *Knippenberg* v. *Lord & Taylor*, 183 N. Y. Supp. 72.

Generally speaking the law does not allow indemnity or contribution between joint tort-feasors. *Central of Georgia R. R. Co.* v. *Macon R. R. & Light Co.*, 9 Ga. App. 628, 71 S. E. 1076. *Union Stockyards Co.* v. *Chicago R. R. Co.*, 196 U. S. 217. But there are exceptions which greatly limit this rule. See *Bailey* v. *Bussing*, 28 Conn. 455. See COOLEY, TORTS, 3 ed. 254. One of these, an extension of the doctrine of the last clear chance, allows the tort-feasor who at the time of the injury could not have prevented it to have indemnity from the tort-feasor who could. *Nashua Iron and Steel Co.* v. *Worcester and Nashua R. R. Co.*, 62 N. H. 159. See, *contra*, Francis H. Bohlen, "Contributory Negligence," 21 HARV. L. REV. 233, 292. Another exception allows a tort-feasor whose negligence consisted in some mere failure to perform an affirmative duty to have indemnity from one whose negligence was active. *Fulton County Gas & Elec. Co.* v. *Hudson River Tel. Co.*, 130 App. Div. 644, 114 N. Y. Supp. 642. *Hudson Valley R. R. Co.* v. *Mechanicville Elec. Light & Gas Co.*, 180 App. Div. 86, 167 N. Y. Supp. 428. The principal case does not, as the court suggests, come within the first exception, because the plaintiff's negligence followed that of the defendant. Nor does it come within the second, because the plaintiff was not merely passively negligent. His intervening act contributed to the injury. But this act was defensive against the dangerous situation created by the defendant. On principle it seems that one who thus acts defensively should be entitled to indemnity, even if his defensive act, with respect to a third person, is negligent.

INSURANCE — INSURABLE INTEREST — NECESSITY OF SUCH INTEREST IN SECOND ASSIGNEE WHEN FIRST ASSIGNEE HAS NO INSURABLE INTEREST. — A